



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 848-4000 • TELEX 255222

No.

Date AUG 4 1980

Fee \$ 10.00

ICC Washington, D. C.

August 1, 1980

RECORDATION NO. 7529 Filed & Recorded

AUG 4 1980 -1 55 PM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Section 11303 Filing: Supplement Agreement dated as of May 1, 1980, ("Supplement") to Equipment Trust Agreement dated as of May 15, 1974, ("Agreement") by and between North American Car Corporation (the "Company") and Chemical Bank (the "Trustee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate Commerce Act are executed counterparts of the above described Supplement. The Agreement was recorded with the Interstate Commerce Commission and was assigned recordation number 7529.

Under the Agreement, the Trustee leases the equipment subject thereto to the Company and the Company guarantees the payment of principal and interest on the equipment trust certificates issued under the Agreement, all in accordance with the Agreement.

The general description of the equipment which the Supplement subjects to the terms of the Agreement is as stated in Exhibit A of the Supplement. The Company will be the Vendor of such equipment to the Trustee.

The general description of the equipment which the Supplement releases from the terms of the Agreement is as stated in Exhibit I to the Supplement.

The Supplement also amends the definition of one of the terms defined under the Agreement.

Also enclosed is a check, payable to the Interstate Commerce Commission, in the amount of \$10.00 as the recording fee for the Supplement.

Aug 4 1 49 PM '80
RECEIVED
I.C.C.
OPERATIONS BR.

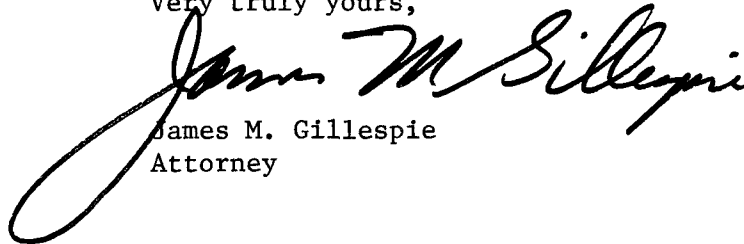
*Miss Lee -
I think this
will be
7529-D
but please
check to be
sure -
[Signature]
[Signature]*

Secretary
Interstate Commerce Commission
August 1, 1980
Page Two

Pursuant to the Commission's rules and regulations for the recording of certain documents under Section 11303 of the Interstate Commerce Act, you are hereby requested to duly file two of the enclosed counterparts for record in your office and to return the remaining copies, together with the Secretary's Certificate of Recording, to the messenger making this delivery.

If you have any questions, please contact me.

Very truly yours,

A large, stylized handwritten signature in black ink, reading "James M. Gillespie". The signature is written over the typed name and title.

James M. Gillespie
Attorney

JMG/dak
enclosures

Interstate Commerce Commission
Washington, D.C. 20423

8/4/80

OFFICE OF THE SECRETARY

James M. Gillespie
North American Car Corporation
222 South Riverside Plaza
Chicago, Illinois 60606

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **8/4/80** at **1:55pm**, and assigned re-
recording number(s). **7529-D**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 7589-19 Filed & Recorded

SUPPLEMENT TO EQUIPMENT TRUST AGREEMENT

AUG 4 1980 -1 55 PM

INTERSTATE COMMERCE COMMISSION

This Supplement No. 3 (the "Supplement") dated as of May 1, 1980, to the Equipment Trust Agreement (the "Agreement") dated as of May 15, 1974, by and between North American Car Corporation, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company") and Chemical Bank, as Trustee (the "Trustee");

W I T N E S S E T H

WHEREAS, pursuant to Section 5.06 of the Agreement, the Company wishes to transfer to the Trustee and subject to the terms of the Agreement the equipment described in Schedule A hereto in substitution for the Equipment described in Schedule I hereto constituting a part of the Trust Equipment which has become worn out, unsuitable for use, lost or destroyed and

WHEREAS, Section 5.03 of the Agreement provides that in the event the Company shall cause to be transferred to the Trustee Equipment in addition to or in substitution for any of the Equipment specifically described in or subject to the Agreement, that such additional or substituted Equipment shall be included as a part of the Trust Equipment by a Supplement to the Agreement, and shall be subjected to all the terms and conditions of said Agreement as though it had been part of the Trust Equipment specifically described in the Agreement;

WHEREAS, pursuant to Section 12.01 of the Agreement, the Company and the Trustee desire to enter into this Supplement for the purpose of substituting Equipment, and for the further purpose of clarifying the terms of the Agreement and adding thereto and to the covenants of the Company under the Agreement further and amended terms, consistent with the other provisions of the Agreement;

NOW, THEREFORE, it is hereby agreed that the equipment described in Schedule A is hereby included as part of the Trust Equipment, as defined in the Agreement, and is made subject to all the terms and conditions of the Agreement and that the equipment described in Schedule I is hereby released from the terms and conditions of the Agreement and shall no longer constitute Trust Equipment under the Agreement.

IT IS FURTHER hereby agreed that the definition of the term Officers' Certificate, as set forth in Section 1.01 of

the Agreement is amended to be and read in its entirety as follows:

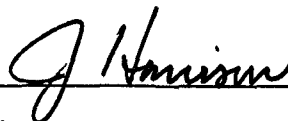

Officers' Certificate shall mean a certificate signed by the Chairman of the Board or the President or any Vice President of the Company, and by any other Vice President of the Company. Each such certificate shall include the statements provided for in Section 13.03, if and to the extent required by the provisions thereof.

Except as amended herein, the Agreement will continue in full force and effect.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

NORTH AMERICAN CAR CORPORATION

By

(Corporate Seal)

ATTEST:


Assistant Secretary


CHEMICAL BANK, as Trustee

By



(Corporate Seal)

ATTEST:



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 9th day of May 198 before me personally appeared J. Narison, to me personally known, who being by me duly sworn, says that he is a Vice President of North American Car Corporation that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Helen A. Kelly
Notary Public

My Commission Expires: 2/23/83

State of New York)
County of New York) SS

On this 14th day of May, 1980, before me personally appeared W. H. BERLS, to me personally known, says that he is a SENIOR TRUST OFFICER of Chemical Bank that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sylvia Laskow
Notary Public

W. H. BERLS - SYLVIA LASKOW
Notary Public, State of New York
No. 24-7436995
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1982

My Commission Expires: _____

NORTH AMERICAN CAR CORPORATION
EQUIPMENT TRUST - FIRST 1974 SERIES
REPLACEMENT CARS

SCHEDULE A

<u>Quantity</u>	<u>Description</u>	<u>Serial No.(s)</u>	<u>Original Cost (As Defined in the Agreement)</u>	<u>Fair Value (Determined in Accordance with Section 5.06 of the Agreement)</u>	<u>Unit of Equipment First Put into Use Not Earlier Than than This Date</u>
7	Class 112A340W, 100 ton, 32,722 gallon capacity tank cars	32026, 32031, 32055, 32058, 32060, 32065, 32067	\$ 171,789.61	\$ 54,972.68	09-63
2	Class 112S340W, 100 ton, 32,722 gallon capacity tank cars	32034, 32045	48,961.36	15,667.74	09-63
5	Class 112J340W, 100 ton, 32,722 gallon capacity tank cars	32048, 32049, 32064, 32068, 32070	120,988.38	38,716.28	10-63
23	Class L0, 70 ton, 3,500 cu. ft. hopper cars	51180, 51190- 51192, 51197, 51216 - 51217, 51226 - 51227, 51241, 51248, 51279 - 51281, 51288, 51321, 51324 - 51325, 51330, 51332, 51334, 51338, 51361	310,593.65	99,389.96	09-63
1	Class L0, 100 ton, 5,850 cu. ft. capacity hopper car	58117	32,017.54	23,052.63	09-73
<u>38</u>			<u>\$ 684,350.54</u>	<u>\$ 231,799.29</u>	

The fair value to the Company of the equipment described above represents the Cost (as defined in the Agreement) of such equipment less 1/25th of such Cost for each full period of one year elapsed between the date of first use described above and the date of transfer thereof to the Trustee. The actual fair value to the Company of such equipment is not less than the fair value to the Company described above.

NORTH AMERICAN CAR CORPORATION
EQUIPMENT TRUST - FIRST 1974 SERIES
RELEASED CARS

<u>Quantity</u>	<u>Description</u>	<u>Serial No.(s)</u>	<u>Fair Value (Determined in Accordance with Section 5.06 of the Agreement)</u>	<u>Unit of Equipment First Put into Use Not Later than This Date</u>
2	Class 111A100W1, 100 ton, 13,000 gallon capacity tank cars	13713 - 13714	\$ 32,861.40	05-73
1	Class DOT112J400W, 100 ton, 33,500 gallon capacity tank car	35105	21,572.94	10-73
2	Class 111A100W1, 100 ton, 20,000 gallon capacity tank cars	23066, 23073	32,763.22	10-73
1	Class 111A100W1, 100 ton, 30,000 gallon capacity tank car	29617	14,691.52	10-73
1	Class L0, 100 ton, 2,931 cu. ft. hopper car	35720	13,729.92	12-73
1	Class L0, 100 ton, 4,550 cu. ft. hopper car	45908	14,870.24	04-73
5	Class L0, 100 ton, 4,750 cu. ft. hopper cars	54252, 54304, 55311, 54316, 54323	72,102.04	01-74
1	Class 111A100W1, 100 ton, 24,000 gallon capacity tank car	76315	<u>17,932.96</u>	10-73
<u>14</u>			\$ <u>220,524.24</u>	

The fair value of the equipment described above represents the Cost (as defined in the Agreement) of such equipment as heretofore certified to the Trustee less 1/25th of such Cost for each full period of one year elapsed between the date of first use described above and the date such equipment became worn out, unsuitable for use, lost or destroyed. The actual fair value of the equipment described above is not greater than the fair value described above.